

IN WITNESS WHEREOF the parties hereby affix their signatures through their duly authorised Officers and Representatives *this day and year as above written.*

Representing the Concern—

(Sd.) B. M. Safiulla,

8-9-59.

General Manager.

Representing the Union.—

(Sd.) Krishnappa Naick,

President, 8-9-59.

G. E. F. Labour Union.

(Sd.) B. V. Gopala Rao,

Secretary, 8-9-59

G. E. F. Labour Union.

Witnesses:—

1. (Sd.) Isaac Manickam.

2. (Sd.) A. Sambamurthy.

Before me.

(Sd.) K. R. MARUDEVA GOWDA,

Commissioner of Labour and

Chief Conciliation Officer for the State of Mysore.

Sanction is accorded to the Truce Agreement with the Labour Union of the Government Sandalwood Oil Factories of Mysore.

READ—

Letter No. Nil, dated the 23rd September 1959, from the Director of Industries and Commerce, forwarding copies of Truce Agreements proposed to be entered into with the Labour Unions of the Government Sandalwood Oil Factory, Mysore and Shimoga.

ORDER No. CI 62 ISO 59, DATED BANGALORE, THE 23RD SEPTEMBER 1959.

Sanction is accorded to the following:—

- (a) Payment of an *ad hoc* sum of Rs. 20,000 (Rupees twenty thousand) in full and final settlement of all demands for bonus for the years 1952-53 up to 1957-58 to the workers of the Government Sandalwood Oil Factory, Mysore, to be divided equally amongst 192 workers who were on the rolls of the concerns on 1st April 1958;
- (b) Payment of a sum of Rs. 5,000 (Rupees five thousand) in full and final settlement of all demands for additional bonus for the Government Sandalwood Oil Factory, Shimoga, to be distributed equally amongst 55 workers of the Factory, who were on the rolls of the concern on 1st April 1958;
- (c) Sanction is accorded to the revision of scales of pay proposed to be agreed to in terms of clause 4 of Truce Agreements annexed hereto.

The benefits under (a) and (b) will be paid on the 26th September 1959 to the workers at Mysore and Shimoga.

The benefits under Clause (c) are ordered to be paid before 30th November 1959.

The Director, Sandalwood Oil Factory is requested to take immediate action to implement the terms of the Truce Agreement proposed to be entered into.

By Order and in the name of the Governor of Mysore,

A. ALI KHAN,

Under Secretary to Government,
Commerce and Industries Department.

ANNEXURE

Form H, Rule 59 of Industrial Disputes (Mysore) Rules, 1957.

Memorandum of Settlement.

ARRIVED AT THIS Twenty-third day of September 1959 between the Government Sandalwood Oil Factory, Mysore (Hereinafter referred to as the Concern) and the Government Sandalwood Oil Factory Labour Union, Mysore (Hereinafter referred to as the Union).

Names of Parties.

Representing Government	...	Representing the Employees of the Government Sandalwood Oil Factory Labour Union, Mysore.
Shri B. K. Thungappa, B.Sc. (Hons.), General Manager.		Shri M. N. Ugraiah, President.

1. WHEREAS it is the intention and purpose of the parties to this settlement to promote and improve industrial and economic relations between the Concern and its employees and thereby the economic wellbeing of the country at large.

2. AND WHEREAS negotiations took place between the aforesaid parties in respect of certain demands put forth by the Government Sandalwood Oil Factory Labour Union, Mysore, by their letter No. 299, dated 16th March 1959.

3. AND WHEREAS the parties have come to a settlement in accordance with Section 2(p) read with Section 13 of the Industrial Disputes Act of 1947 on the following terms...

Purpose.

The purpose of this settlement is to maintain harmonious relationship between the Employees and Union to prevent strikes, slow-down and lock-outs to attain efficiency and uninterrupted operations in the plant and to promote the expansion and future stability with prosperity of the Industry for the benefit of all who are associated with this industry.

For achieving the above objectives the Concern and the Union agree to encourage the highest possible degree of providing co-operative relationship between their respective members at all levels. Both parties believe that proper attitude must be based on mutual good understanding of and regard for the rights and responsibilities of both the Concern and the Union.

Scope.

The settlement shall apply to the Union and the Concern, all of whom shall be bound by the terms of this Settlement for the full period of three years with effect from 23rd September 1959.

Terms of Settlement.

The following are the terms of settlement agreed to between the Concern and the Union after proper negotiations in respect of the various demands put forth on behalf of the Union:—

1. *Profit Bonus.*—It is agreed that the Concern should pay profit bonus for the year on the annual financial results of the Concern as set forth below before the 31st October of the following financial year:—

For profits below 5 per cent	No bonus.
For profits of 5 per cent and above but not exceeding 8 per cent.	1/12th of the total earnings for the year on account of basic pay/wages, exclusive of allowances of any kind and bonus but, including acting and/or charge allowance.
For profits above 8 per cent but not exceeding 12½ per cent.	1/6th of the total earnings for the year on account of basic pay/wages, exclusive of allowances of any kind and bonus but including acting and/or charge allowance.
For profits above 12½ per cent.	1/4th of the total earnings for the year on account of basic pay/wages, exclusive of allowances of any kind and bonus but including acting and/or charge allowance.

All demands for additional bonus for the several years namely 1952-53, 1953-54, 1954-55, 1955-56, 1956-57 and 1957-58 which are unsettled so far has been conceded by the Management by agreeing to pay Rs. 20,000 (Rupees twenty thousand) as compensation and this sum will be divided equally among the 192 workers of the Factory excluding the members of staff. Those who were on the rolls of the concern on 1st April 1958 will enjoy this benefit.

2. *Gratuity.*—The Union agree to wait consideration of Government in this regard by 1st April 1960 subject however that the benefits of the scheme shall not be less than two weeks' pay for each year of satisfactory service.

3. *Dearness Allowance.*—It is agreed that the orders of Government of Mysore issued from time to time relating to the Dearness Allowance and conditions of its grant are acceptable to the Union and will be adopted by the Concern.

4. *Scales of Pay.*—The scales of pay now obtaining in the Concern shall stand revised into five groups as indicated below for the several categories of workers who were drawing pre-revision scales of pay as indicated in the Statement below. The revised scales of pay as indicated opposite and in detail shall carry the number of posts as indicated in the Statement.

No. of posts	Pre-revision scales	Revised scale as on 1-1-1957	No. of posts	Proposed revision	Group
	Rs.	Rs.		Rs.	
34	20-1-30	25-1-35	30	30-1-45(a)	I
		25-1-40			
104	25-1-30	25-1-40		35-1-50(b)	
4	30-1-36	24-1-45	108	40-2-55(c)	II
26	30-2-40	25-1-40	4	45-2-75	
1	30-2-40	30-1-40-2-50 (moulder)	26	50-4-90	
10	40-4-60	30-1-40-2-50	1		III
		50-3-80			
2	40-2-60	45-2-65-3-80	17	50-4-90	
5	25-2-45	50-2-70			IV
5	65-4-85	40-2-60			
		65-4-85-5-100	5	70-5-110	V

It is further agreed that in respect of Group I, the Concern shall provide all workers who have put in a service of more than seven years, a scale equal to that indicated under sub-group (b) of Group I.

It is further agreed that these scales shall come into effect as if granted from 1st January 1957 with benefits of weightage as prescribed in G.O. No. CI-10-IND-57, dated 16th December 1957 and modifications from time to time.

5. *Casual Workers.*—Casual workers four in all, whose cases remain unsettled in spite of the Agreement under Conciliation Proceedings dated 14th April 1959 shall be confirmed as permanent workers on the lowest available grade in the Concern (daily wages) and they will be eligible to draw Dearness Allowance and service conditions prevailing in the concern subject to the terms of this Settlement.

6. *Incentive Bonus.*—The parties agree that an acceptable scheme of incentive bonus would be worked out in due course.

7. The parties agree that in respect of existing workers where a worker has the necessary experience and merit for promotion to the next higher scale, the same may be considered without insisting on educational qualifications and that vacancies shall be filled within a reasonable period.

8. *Preference to Employees' children at the time of recruitment.*—Employees' children who have the requisite qualifications and efficiency will be as far as possible be given preference at the time of recruitment for filling up vacancies.

One eligible son of an employee may be considered for employment on temporary basis in the lowest available grade when the employee retires under indigent circumstances or dies in harness.

9. *Transfer of Workers from Section to Section.*—Should it be expedient to transfer a worker of the factory from one section to another section of the factory,

the transfer may be given effect to without affecting the prospects of another worker of that section and it is further agreed that transfer of workers from one section to another should be avoided as far as possible.

10. *Paid Holidays.*—The paid holidays in a year shall continue to be 10 as at present, subject to the proviso that any 10, from a list of 20 religious holidays, may be chosen by the Union. The list applicable for the period of agreement shall be furnished by the Union to the Concern within one month from the date of this Agreement.

SUBJECT TO THE FOREGOING CLAUSES 1 to 10, it is hereby agreed that all matters raised in letter No. 299, dated 16th March 1959 of the Union shall be deemed to have been withdrawn by the Union and none of them shall form a point of an Industrial Dispute during the period of this Agreement.

IT IS ALSO AGREED by the parties that the Scales of Pay and Allowances sanctioned in (1) Government Order No. CI 10 IND 57, dated 16th December 1957, (2) CI 6 IND 58, dated 1st July 1958, (3) CI 6 IND 58, dated 6th December 1958 and (4) CI 2 IEF 59, dated 9/11th March 1959, except in so far as they have been modified in this Agreement by Clause No. 4 shall stand and be applicable for the period of this Agreement and that no question relating thereto shall form a point of dispute during the period of this Agreement.

IN CONSIDERATION OF THE ABOVE BENEFITS and with a view to maintain goodwill between Labour and Management which is subsisting in this Concern as also the peaceful and settled conditions for the proper functioning of the Factory, the members of the Government Sandalwood Oil Factory Labour Union hereby agree not to raise any dispute relating to matters covered under this agreement or call or declare a strike on any issue whatsoever during the period of this agreement.

The Concern on their part agree not to curtail or withdraw any of the existing facilities or the above benefits or declare lockout during the period of this agreement.

THIS AGREEMENT shall be in force for a period of three years.

IN WITNESS WHEREOF, the parties hereby affix their signatures through their duly authorised Officers and Representatives this day and year as above written.

Representing the Concern,

B. K. Thungappa, 23-9-59,
General Manager,

Sandalwood Oil Factory, Mysore.

Representing the Union,

M. N. Ugraiiah, 23-9-59,
President.

Witnesses:—

1.

2.

Before me.

(Sd.) K. R. Marudeve Gowda,

Commissioner of Labour and Conciliation Officer
for Mysore, Bangalore.

Form H, Rule 59 of the Industrial Disputes (Mysore) Rules, 1957.

Memorandum of Settlement.

ARRIVED AT THIS TWENTY-THIRD DAY OF SEPTEMBER 1959, between the Government Sandalwood Oil Factory, Shimoga (hereinafter called the concern) and the Government Sandalwood Oil Factory, Labour Union, Shimoga (hereinafter referred to as the Union).

Names of Parties.

Representing Government) Representing the Employees of the Government Sandalwood Oil
 G. Thippeswamy, M.C.) Factory, Labour Union, Shimoga.

General Manager, O. I.

1. WHEREAS it is the intention and purpose of the parties to this settlement to promote and improve industrial and economic relations between the concern and its employees and thereby the economic wellbeing of the country at large.

2. AND WHEREAS negotiations took place between the aforesaid parties in respect of certain demands put forth by the Government Sandalwood Oil Factory, Labour Union, Shimoga, by their Notice No. 63/59-60, dated 6th June 1959.

3. AND WHEREAS, the parties have come to a settlement in accordance with Section 2 (p), read with Section 13 of the Industrial Disputes Act of 1947 on the following terms.

Purpose.

The purpose of this Settlement is to maintain harmonious relationship between the employees and Union to prevent strikes, slow-down and lock-outs to attain efficiency and uninterrupted operations in the plant and promote the expansion and future stability with prosperity of the Industry for the benefit of all who are associated with this Industry.

For achieving the above objectives the Concern and the Union agree to encourage the highest possible degree of providing co-operative relationship between their respective members at all levels. Both parties believe that proper attitude must be based on mutual good understanding of and regard for the rights and responsibilities of both the Concern and the Union.

Scope.

The Settlement shall apply to the Union and the Concern, all of whom shall be bound by the terms of this Settlement for the full period of three years with effect from 23rd September 1959.

Terms of Settlement.

The following are the terms of settlement agreed to between the Concern and the Union after proper negotiations in respect of the various demands put forth on behalf of the Union:—

1. *Profit Bonus.*—It is agreed that the concern should pay profit bonus for the year on the annual financial results of the concern as set forth below before the 31st October of the following financial year.

For profits below 5 per cent

No Bonus

For profits of 5 per cent and above but not exceeding 8 per cent.

1/12th of the total earnings for the year on account of basic pay—wages exclusive of allowances of any kind and bonus but including acting/or charge allowance.

For profits above 8 per cent but not exceeding 12½ per cent.

1/6th of the total earnings for the year on account of basic pay/wages exclusive of allowances of any kind and bonus but including acting and/or charge allowance.

For profits above 12½ per cent.

1/4th of the total earnings for the year on account of basic pay/wages exclusive of allowances of any kind and bonus but including acting and/or charge allowance.

All demands for additional bonus for the several years namely 1952-53, 1953-54, 1954-55, 1955-56, 1956-57 and 1957-58 which are unsettled so far has been conceded by the Management by agreeing to pay Rs. 5,000 (Rupees five thousand) to be equally distributed amongst 55 workers of the Factory. Those who were on the rolls of the concern on 1st April 1958 will enjoy the benefit.

2. *Gratuity.*—The Union agree to wait consideration of Government in this regard by 1st April 1960, subject however that the benefits of the scheme shall not be less than two weeks' pay for each year of satisfactory service.

3. *Dearness Allowance.*—It is agreed that the orders of Government of Mysore issued from time to time relating to the Dearness Allowance and conditions of its grant are acceptable to the Union and will be adopted by the concern.

4. *Scales of pay.*—The scales of pay now obtaining in the concern shall stand revised into five groups as indicated below for the several categories of workers who were drawing pre-revision scales of pay as indicated below. It is agreed to convert the daily rated employees to monthly rated employees subject to the condition that they were employed previous to 1st January 1957 and were in service on that date.

Revised scales as on 1st January 1957

Proposed revision

25-1-35	...	...	30-1-45(a)	I
25-1-40	...	...	30-1-50(b)	
25-1-45	...	...	40-2-55(c)	
30-1-40-2-50	...	...	45-3-75	II
do	...	...	(Moulder) 50-4-90	III
50-3-80	...	...
45-2-65-3-80	...	...	50-4-90	IV
50-2-70	...	...
40-2-80	...	...
65-4-85-5-100	...	...	70-5-110	V

It is further agreed that in respect of Group I, the concern shall provide all workers who have put in a service of more than seven years, a scale equal to that indicated under sub-group (b) of Group I.

It is further agreed that these scales shall come into effect as if granted from 1st January 1957 with benefits of weightage as prescribed in Government Order No. CI 10 IND 57, dated 16th December 1957 and modification from time to time.

5. *Incentive bonus.*—The parties agree that an acceptable scheme of incentive bonus would be worked out in due course.

6. *Preference to Employees' Children at the time of recruitment.*—Employees, children who have the requisite qualifications and efficiency will be as far as possible be given preference at the time of recruitment for filling up vacancies.

One eligible son of an employee may be considered for employment on temporary basis in the lowest available grade when the employee retires under indigent circumstances or dies in harness.

7. *Paid holidays.*—The paid holidays in a year shall continue to be ten as at present, subject to the provision that any ten, from a list of twenty religious holidays, may be chosen by the Union. The list applicable for the period of agreement shall be furnished by the Union to the concern within one month from the date of this agreement.

SUBJECT TO THE FOREGOING CLAUSES 1 to 8, it is hereby agreed that all matters raised in letter No. 63/59-60, dated 6th June 1959 of the Union shall be deemed to have been withdrawn by the Union and none of them shall form a point of an Industrial Dispute during the period of this agreement.

IT IS ALSO AGREED by the parties that the scales of pay and allowances sanctioned in (1) Government Order No. CI 10 IND 57, dated 17th December 1957, (2) CI 6 IND 58, dated 1st July 1958, (3) CI 6 IND 58, dated 6th December 1958 and (4) CI 2 IEF 59, dated 9/11th March 1959, except in so far as they have been modified in this Agreement by Clause No. 4, shall stand and be applicable for the period of this agreement and that no question relating thereto shall form a point of dispute during the period of this agreement.

IN CONSIDERATION OF THE ABOVE BENEFITS and with a view to maintain goodwill between Labour and Management which is subsisting in this concern as also the peaceful and settled conditions for the proper functioning of the Factory, the members of the Government Sandalwood Oil Factory Labour Union hereby agree not to raise any dispute relating to matters covered under this agreement or call or declare a strike on any issue whatsoever during the period of this agreement.

The concern on their part agree not to curtail or withdraw any of the existing facilities or the above benefits or declare lock-out during the period of this agreement.

1. THIS AGREEMENT SHALL BE IN FORCE FOR A PERIOD OF THREE YEARS:

IN WITNESS WHEREOF, the parties hereby affix their signatures through their duly authorised Officers and Representatives this day and year as above written.

Representing the Concern,

G. Thippeswamy,
General Manager.

Representing the Union,

P. L. Seshaiya,
Secretary.

Veerabhadrappe,
President.

Witness:—

1.

2.

Before me.

(Sd.) K. R. Marudeva Gowda, 23-9-59,

Commissioner of Labour and Conciliation Officer
for Mysore, Bangalore.

Reorganisation of the Industries and Commerce Department.

ORDER No. CI 78 RET 59, DATED BANGALORE, THE 24TH OCTOBER 1959
(KARTHIKA 2, SAKA ERA 1881).

The question of reorganising the Industries and Commerce Department including its subsidiary units dealing with Rural and Small Scale Industries, has been engaging the attention of Government for some time past. At present, the Department consists of multiple sections lacking cohesion between them. Suitable machinery to carry out the different schemes relating to Small Scale Industries, Handlooms, Handicrafts, Cottage Industries, etc., has to be evolved so as to reach the targets set in the Five-Year Plans. It is obvious that the present arrangement is not likely to result in the most efficient and economic implementation of the schemes. In order to ensure that the work of the various sections is carried on in a well co-ordinated manner, it is necessary that the over-all control is vested in one Head of the Department who may allocate the work to his immediate subordinate officers with adequate delegation of powers required for the proper discharge of their duties. The present set-up in the Districts varies from region to region with officers of different grades in charge of several sections. At the District level also it is essential that all the branches of the Industries and Commerce Department, implement their various development schemes through a unified machinery.

2. Government have, therefore, decided that at the head of the Industries and Commerce Department, there shall be one Director of Industries and Commerce aided by two Joint Directors, one of whom shall be in charge of Small Scale Industries and the other in charge of Village Industries, Cottage Industries, Handloom, Handicrafts, etc. The posts of Additional Director of Industries and Commerce and the Director of Rural Industrialisation shall cease to exist with the creation of the posts of the Joint Directors.

3. For the proper maintenance of accounts the Director and Joint Directors will have regular Accounts Sections headed by Accounts Officers drawn from the State Accounts Department. The posts of all auditors and 50 per cent of the posts of the Accountants shall be filled in by personnel drawn from the State Accounts Department.

4. The Directorate of Industries and Commerce will have a Chief Planning Officer in the grade of a Deputy Director of Industries and Commerce. This Officer will have under him a Technical Guidance Cell and a Statistical Section. The Technical Guidance Cell will consist of three Engineers (Mechanical, Chemical and Electrical) and other Technical Advisers for various crafts. Proper qualifications should be prescribed for the personnel. If persons serving in these posts are not adequately qualified for the jobs, the posts should be temporarily down-graded to the level of "Instructors" or "Demonstrators". This Cell will be for the use of the entire Directorate of Industries and Commerce.